

THE HON'BLE MR JUSTICE GODA RAGHURAM

WRIT PETITION NO : 17285 of 2005

DATED: 24.08.2005

Between:

P.Yegonda Swamy, S/o Balaiah,

Aged about 70 years, R/o 7-5-483,

Kumargalli, Nizamabad.

...PETITIONER

And:

Bharat Sanchar Nigam Limited, Nizamabad,

Reptd by its Divisional Engineer (Admn),

Telecom District, Nizamabad and another.

...RESPONDENTS

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ORDER:

The petitioner had entered into a contractual relationship with the Bharat Sanchar Nigam Limited, Nizamabad, for hiring vehicles on 25.08.2004. The grievance in this writ petition is that during the subsistence of the contract which according to the petitioner enures up to 31.08.2004, the respondents have issued another tender notice dated 21.07.2005 impugned herein for entering into fresh contracts for the same purpose for which the contract has been entered into

with the petitioner.

The impugned tender notification overreaches and eclipses the existing contract that the petitioner has with the respondent, is the petitioner's main grievance. Even if that be so, the relationship between the petitioner and the respondents being a contractual relationship and the dispute a post-contractual dispute in respect of a non statutory contract, this Court is not inclined to adjudicate upon such disputes as the petitioner has an efficacious alternative remedy before a civil Court of competent jurisdiction or an arbitrator if there be an arbitration clause.

On the aforesaid analysis, the writ petition is dismissed. The petitioner is at liberty to pursue the appropriate remedy before the appropriate forum or arbitrator as the case may be as advised. No order as to costs.

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(GODA RAGHURAM, J)

24.08.2005

dr